

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

HOME CASUAL ENTERPRISE LTD.,

Plaintiff,

COMPLAINT

v.

Case No. 11-CV-655

PLANTATION PATTERNS
FURNITURE COMPANY, LLC,

Defendant.

COMPLAINT

Now comes the plaintiff Home Casual Enterprise Ltd. by its attorneys, von Briesen & Roper, s.c., and as and for its Complaint against the defendant Plantation Patterns Furniture Company, LLC, hereby alleges and shows to the Court as follows:

NATURE OF THE CASE

1. This is a lawsuit in diversity. The lawsuit seeks to recover the price of goods sold and delivered and the Plaintiff's related damages. Between October 2010 and March 2011, Defendant bought \$577,971.75 worth of outdoor patio furniture from Plaintiff. Plaintiff delivered the goods as required by the parties' agreement and Defendant accepted the goods. But contrary to the parties' agreement, Defendant has not made any payment for those goods.

PARTIES, JURISDICTION AND VENUE

2. The plaintiff Home Casual Enterprise Ltd. ("HCEL") is a foreign corporation organized in the British Virgin Islands and with headquarters at Rooms 1402-3, Lee Kar Building, No. 4, Carnarvon Road, Kowloon, Hong Kong. HCEL's business is and, at all times material hereto has been, the manufacture and sale of outdoor patio furniture.

3. The defendant Plantation Patterns Furniture Company, LLC ("PP") is a domestic Wisconsin limited liability company with offices located at 2655 Research Park Drive, Fitchburg, Wisconsin 53711. PP's Registered Agent is Mr. Peter Hill, who has an office at 2655 Research Park Drive, Fitchburg, Wisconsin 53711. PP's business is and, at all times material hereto has been, the purchase of outdoor patio furniture from manufacturers like HCEL.

4. The amount in controversy in this matter, exclusive of interest and costs, exceeds the sum of \$75,000.00.

5. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §1332.

6. Venue is proper pursuant to 28 U.S.C. § 1391(a) because PP is organized and keeps its headquarters in this Judicial District.

7. Between October 2010 and March 2011, PP placed various orders with HCEL for outdoor patio furniture, all as summarized in the attached Exhibit A (collectively, "the Orders"). HCEL accepted the Orders. The invoices for the Orders totals \$577,971.75. Pursuant to the Orders and the parties' agreement thereunder, HCEL manufactured and delivered all of the goods ordered by PP as directed by PP, and PP accepted all of the goods.

8. As part of HCEL's and PP's agreement, PP was to pay the sales commissions related to the Orders. The related commissions total \$61,545.65.

9. Payment for the Orders, including the sales commissions, are due and owing. The full amount owed by PP to HCEL, exclusive of interest, is \$639,517.40.

10. HCEL has made demand upon PP for payment upon the Orders and the related sales commissions. PP has refused to pay any of the amount demanded.

COUNT I

HCEL realleges and incorporates by reference its preceding paragraphs numbers 1 through 10 and further alleges and shows to the Court as follows:

11. HCEL and PP have a valid and enforceable agreement between them for PP's purchase and HCEL's sale of the goods which comprise the Orders and for PP's payment of the related sales commissions.

12. HCEL delivered all of the goods comprising the Orders and has discharged all of its other related obligations owing to PP. PP accepted all of the goods in the Orders.

13. HCEL has made demand upon PP for payment upon the Orders, including the related sales commissions, totaling \$639,517.40.

14. PP has failed to make any payment to HCEL for the Orders and sales commissions as required. The amount owing HCEL from PP, exclusive of interest, is \$639,517.40.

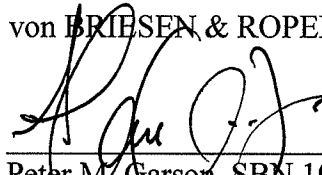
15. PP's failure to make payment as required and demanded by HCEL constitutes a breach of contract and this breach of contract has caused HCEL damage, including incidental and consequential damages.

WHEREFORE, HCEL respectfully demands judgment as follows:

- A. For an award and judgment against PP in the amount of \$639,517.40, plus interest and HCEL's other incidental and consequential damages;
- B. For HCEL's statutory costs and attorneys' fees; and
- C. For all other relief which the Court deems just and equitable.

Dated this 23rd day of September, 2011.

von BRIESEN & ROPER, s.c.



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